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5 **Attorneys for Plaintiff**
6 **KATHLEEN E. KOTTOM**

7 UNITED STATES DISTRICT COURT
8 FOR THE NORTHERN DISTRICT OF CALIFORNIA

9 KATHLEEN E. KOTTOM, individually, and as
10 surviving trustee of the Paul and Kathleen
Kottom Living Trust,

11 Plaintiff,

12 v.
13 ALBERT DAN WALKER, an individual; and
14 FARMERS NEW WORLD LIFE INSURANCE
COMPANY, a Company;

15 Defendants.

Case No.: 3:14-cv-04492 LB (KW)

16 **JOINT STIPULATION OF DISMISSAL
WITH PREJUDICE : ORDER**

Ct. Rm: 15th Floor, Room C
Judge: Laurel Beeler

17 Plaintiff KATHLEEN KOTTOM individually and as trustee of the Paul and Kathleen
18 Kottom Living Trust (collectively “Kottom”) and Defendant ALBERT DAN WALKER (“Walker”)
19 (collectively, “the Parties”), by and through their undersigned counsel of record, state as follows:

20 WHEREAS, Plaintiff Kottom sued Walker in a civil action styled, *Kottom v. Walker*, No.
21 3:14-cv-04492 LB (KW) (N.D. Cal, filed Oct. 7, 2014) (the “Action”), alleging that under the
22 Nature’s World’s Operating Agreement, Walker failed to pay \$1,000,000 to Kottom in exchange for
23 her 50% interest in Nature’s World; that Walker breached his fiduciary duties to Kottom by slowing
24 and blocking the sale of Nature’s World to third parties; and that Walker engaged in corporate waste
25 and other related torts;

26 WHEREAS, Walker denies the allegations in the Action, and denies any other allegations of
27 wrongdoing;

WHEREAS, on March 24, 2016, the Parties resolved their dispute through a mutually agreeable *Settlement and Release Agreement Between Kathleen Kottom, Albert Dan Walker, Nature's World, L.L.C., and the Paul and Kathleen Kottom Living Trust* (“Settlement Agreement”) and *Assignment of Membership Interest of Nature's World, L.L.C.*;

NOW, THEREFORE, the Parties agree and stipulate as follows:

1. Pursuant to the express terms of the Parties' Settlement Agreement, the Parties jointly stipulate to the dismissal of this Action with prejudice.

2. The Parties agree that Judge Laurel Beeler of the United States District Court for the Northern District of California (or another judge in the same Court, should Judge Beeler be unavailable) shall maintain jurisdiction to enforce the Settlement Agreement. No other court, except the federal court in the Northern District of California, located in San Francisco, California, and its courts of appeal, has authority to adjudicate any controversy over the Parties' Settlement Agreement or any other subsequent controversy between and among the Parties regarding Nature's World, L.L.C., as reflected in the Settlement Agreement and the transcript of proceedings held on March 24, 2016.

3. Each Party shall bear his or her own attorneys' fees and costs.

Each undersigned representative of the Parties certifies that he or she is fully authorized to enter into and execute the terms and conditions of this Joint Stipulation of Dismissal.

IT IS SO ORDERED this 18th day of April, 2016.

By: Laurel Beeler
Honorable Laurel Beeler
Magistrate Judge
United States District Court
Northern District Of California

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